

DRAFT Heads of Terms

Service Agreement between Enterprise Cheshire and Warrington (ECW) ¹

and

Cheshire East Council

Cheshire West and Chester Council

Warrington Borough Council

1. Business Plan and Finances

1.1 ECW to prepare and submit an annual business plan and any request for financial support to the Joint Committee for approval no later than **January** in each year.

1.2 ECW will provide the services in the business plan within the agreed budget and will report on its performance, budget and risk to the Joint Committee on a quarterly basis.

1.3 ECW will attend monthly meetings of the Growth Directors Group (GDG) to advise on progress against the business plan and other areas as decided by the GDG.

2. Staff

2.1 Any staff will be employed on **the standard terms and conditions of the Company**. Any changes to terms and conditions must be approved by the Joint Committee **in accordance with its terms of reference**.

2.2 Any formal disciplinary action take by the Company which may lead to a dismissal of a member of ECW staff should be supported by **xx Council**.

2.3 **ECW will consult the GDG on any changes to their staffing structure. The GDG may refer the matter to the Joint Committee if they feel it would have a material impact on the performance of ECW.**

3. Policies and Procedures

3.1 To consult the GDG or Joint Committee (as relevant) prior to adopting any policy or procedure for the operation and management of ECW

3.2 The Joint Committee may require that the Company adopts certain policies or procedures in its operation.

¹ On the basis that this name is approved by Members

4. Council Services

4.1 Annual accounts will be supplied by ECW to the Councils **by 30 May** or as soon as is reasonably practicable in each calendar year.

4.2 The S151 Officer of each Shareholder Council shall have access at all reasonable times and with due notice to the financial records of ECW, and any appropriate authorised staff or third-party organisations for the purposes of carrying out an audit.

4.3 The Shareholder Councils may provide support services to ECW and the relevant Council and **ECW will enter into a separate service level agreement for these services, and the Company will reimburse the relevant Council for any services provided.**

4.4 An annual programme of internal audits will be agreed by the Joint Committee, and those audits will be undertaken by **one of the Councils on behalf of all three**, and reported to the Joint Committee and each Council's Audit Committee (if appropriate). The costs of those internal audits will be recharged to ECW.

4.5 **Cheshire East Council will provide** the secretariat services for the Joint Committee

5. Other

5.1 ECW will maintain adequate insurance in respect of public liability, employers liability and indemnity insurance.

5.2 **The liability of the Councils in respect of the Company is limited to £1. In the event that the Councils agree to meet all losses, claims, expenses, actions, demands and liabilities which cannot be met by ECW, the shall be shared by the Subscriber Councils in equal proportions.**

6. Disputes

6.1 Internal Dispute – officers to try and resolve in first instance at the lowest operational level. If no resolution, then escalated to GDG and then to CExs, and in default of agreement, to the Joint Committee.